

AUCTIONEER'S BOND

KNOW ALL MEN BY THESE PRESENTS

THAT WE, _____
 _____ of the City and County of Honolulu, State of Hawaii, as principal,
 and _____ of _____
 and _____ of _____
 as sureties are held and firmly bound unto _____
 Director of Finance, and his successors in Office, for the use of the Government of the City
 and County of Honolulu, in the penal sum of THREE THOUSAND DOLLARS, lawful money,
 to be levied upon our respective, joint and several property, in case the conditions herein set
 forth shall be violated.

For the just and full payment of which we hereby jointly and severally bind ourselves, and
 our respective heirs, executors, administrators and assigns.

Sealed with our seals and dated this _____ day of _____

THE CONDITION OF THIS OBLIGATION IS AS FOLLOWS:

That, whereas, the above bounden Principal, b_____ this day been granted a License to sell
 goods, wares and merchandise or other property at Public Auction in the District of _____
 City and County of Honolulu, for the term of _____ months to June 30, _____

NOW, THEREFORE, if the said _____
 shall keep and preserve a record book in which shall be entered:

- 1. A detail list and description of the property received for sale;
- 2. The name of the person or persons from whom, or on account of whom the same is received;
- 3. The date upon which the same is received;
- 4. The date upon which the same is sold;
- 5. The price for which each article is sold;
- 6. The name of the person or persons to whom each article is sold, which record shall,
 during the regular business hours be open to the inspection of any person desiring to see the
 same. Every such entry to be made immediately after each transaction required to be recorded.

And that the said _____ shall faithfully
 and truly keep the records as herein required to be kept.

And that _____ will faithfully, promptly and truly account to all persons for whom
 _____ may sell property, and promptly pay to them all sums received by _____
 for sales of the same, after deducting therefrom _____ commission and expenses.

And that _____ will not sell goods, wares, merchandise or other property, except at
 public Auction.

And that _____ will otherwise in all things conform to the laws relating to Auctioneers,
 then this obligation to be void; otherwise the Director of Finance, or by his written consent, any
 person whose property is sold by the said _____
 concerning which property a record shall not have been kept as required; or concerning which
 _____ shall otherwise have failed to fulfill the terms of this bond, may prosecute the said

_____ under this bond, and recover thereon any actual loss caused to him, or the sum due to him by the said
 _____, and also
 the sum of Five Dollars to the use of the Director of Finance for each item required to be entered
 in such record which is omitted therefrom, or which is entered therein incorrectly; and the said
 license may, in the discretion of any judge or court, be cancelled.

Given under our hands and seals the day and year above written.

WITNESS: In the presence of

_____ (L S)*
 _____ (L S)*
 _____ (L S)*

*To be acknowledged

AFFIDAVIT

(To be subscribed by personal sureties)

STATE OF HAWAII
CITY AND COUNTY OF HONOLULU } S.S.

..... and
both of Honolulu, City and County of Honolulu, State of Hawaii, sureties above named, being first duly sworn, depose and say:

That they have, taken together, property situated within said State subject to execution and that they are taken together, worth in property within said State the amount of the penalty specified in said Bond, over and above all of their debts and liabilities.

Subscribed and sworn to before me

this.....*day of*.....

A.D.

.....
*Notary Public, First Judicial Circuit
State of Hawaii*